→ 3 copies

MERIT CUP PARTICIPATION

~~[redacted]~~

(1) all materials -- ~~all~~ advertising, posters, press releases, etc.

~~[redacted]~~

1. NAME: MERIT CUP. HFF to Guarantee that proper name will be used in
2. EXCLUSIVITY: TOBACCO Co./Product Exclusivity Throughout entire terms of event.
3. SAMPLING: EXCLUSIVE AND UNCONDITIONAL SAMPLING RIGHTS ~~THROUGH~~ THROUGHOUT ENTIRE FESTIVAL
4. COMMERCIAL I.D.: ~~EXCEPT DURING RACE~~

A) ~~RACING~~ RACING BOATS: EXCLUSIVITY TO SIGNAGE ON SIDES, SAILS, SPINNAKERS, AT ALL TIMES EXCEPT DURING RACE. ESPECIALLY DURING ~~MERIT CUP~~ SAIL FOR LIBERTY ~~MARITIME~~ PARADE.

NOTE: PARADE LED BY RACING BOATS.
~~GRAND MARITIME BOAT TO BE~~ MARSHAL
~~A RACING BOAT~~

B) RACING COURSE

- EXCLUSIVITY TO SIGNAGE ON RACE MARKER BOUY, ANCHORED BOATS, CHASE BOATS, JUDGING BOATS
- EXCLUSIVITY TO OTHER FORMS OF SIGNAGE: OVERHEAD FLY-BYS, ETC.

C) SPECIAL RACING OR RELATED EVENTS

- ~~MARITIME~~ SAIL FOR LIBERTY PARADE: EXCLUSIVE ID ON RACE BOATS. EXCLUSIVE ID ON GRAND MARSHAL BOAT. GRAND MARSHAL BOAT TO ALSO BE SPONSOR BOAT. MERIT TO DETERMINE/APPROVE SELECTION OF SAID BOAT. IF MERIT SELECTION, MERIT WILL BEAR RELATED EXPENSES.
- WELCOMING DINNER/ROAST. MERIT TO HOST EVENT, ~~AND~~ will pay costs ~~BAR~~
- VICTORY CELEBRATION/BANQUET. ~~MERIT TO~~

Special Victory Celebration — Merit Cup

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Source: https://www.industrydocuments.ucsf.edu/docs/xywn0004

MERIT TO COORDINATE OTHER CORPORATE I.D. AND TO HOST EVENT. NO OTHER CORP. I.D. ALLOWED FOR MERIT CUP CELEBRATION

- LIBERTY PARK FIREWORKS PARTY. MERIT TO ~~HOST EVENT~~ TO BE INCLUDE IN FIREWORKS PARTY.
- NO OTHER CORPORATION INVOLVEMENT WITH MERIT CUP RACERS, ENTERTAINMENT, ETC., NO MUNICIPAL PUBLIC INVOLVEMENT WITHOUT PRIOR MERIT APPROVAL. SAID APPROVAL NOT UNREASONABLY WITHHELD.
- CLOTHING: MERIT WILL PROVIDE SAILING GEAR FOR RACING. INCLUDING, BUT NOT LIMITED TO: FOUL WEATHER GEAR, JACKETS, SHIRTS, CAPS. NO OTHER I.D. ITEMS WILL BE USED BY RACERS.

D) ADDITIONAL FESTIVAL SERVICES/I.D.

1. EVENTS BOARDS MERIT WILL PROVIDE AND HAVE I.D. EXCLUSIVITY, TO FESTIVAL EVENTS BOARDS. NUMBER OF BOARDS TO BE DETERMINED.
2. RACING LADDER/LEADER BOARD. SAME PROVISIONS AS ABOVE.

E) FESTIVAL I.D.

1. MERIT SHALL ~~BE~~ HAVE FULL RIGHT TO CREATE, POST & DISPLAY PROMOTIONAL/PUS MATERIAL AT ALL ~~FESTIVAL~~ ACTIVITIES VENUES THROUGHOUT THE FESTIVAL.
2. MERIT SHALL DESIGN A LOGO FOR THE MERIT CUP. THIS LOGO WILL BE EXCLUSIVELY USED, AND SUBJECT TO MERIT APPROVAL, BY ALL PARTIES PROMOTING, ADVERTISING AND/OR COMMUNICATING INFORMATION RELATING TO THE MERIT CUP. THE HARBOR FESTIVAL LOGO WILL CONTINUE TO BE USED, IN A SUBSIDIARY POSITION, BY MERIT IN CONJUNCTION WILL ALL OF THE ABOVE ACTIVITIES,

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F) MARKET PLACE I.D.

1. MERIT SHALL HAVE THE RIGHT TO PROMOTE THIS EVENT, VIA PRINT, OUTDOOR, ~~AT~~ POS, AND PR, THROUGHOUT THE MARKET-PLACE. SUCH PROMOTION WILL NOT BE SUBJECT TO PRIOR HARBOR FESTIVAL FOUNDATION APPROVAL.

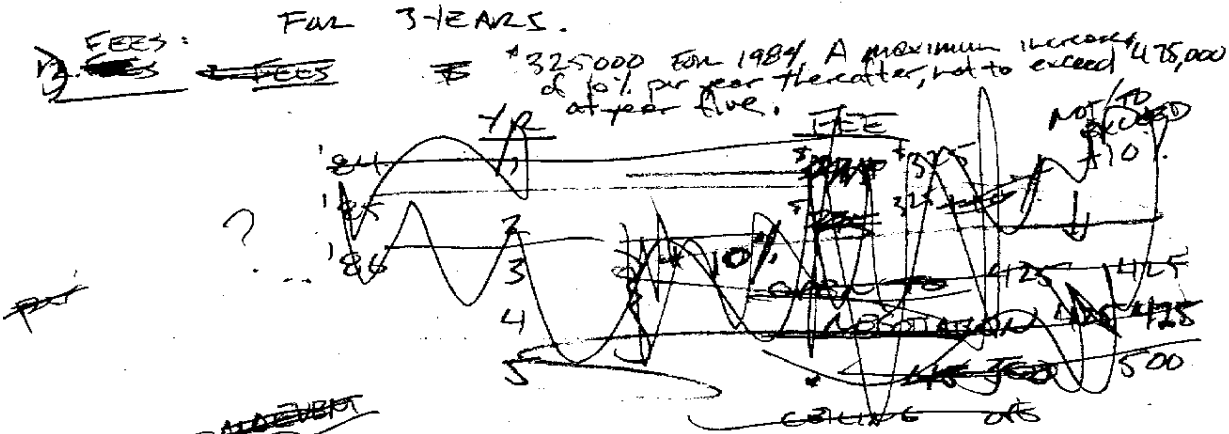
5. PRESENTATION OF MERIT CUP. MERIT SHALL PRESENT THE MERIT CUP.

6. DESIGN OF MERIT CUP. IF POSSIBLE, MERIT SHALL DESIGN AND PAY FOR THE CUP. STATUS TO BE DETERMINED.

7. CONTRACT TERM/FEES

A) TERM: ~~1.~~ TWO YEAR CONTRACT WITH OPTION TO RENEW FOR 3 YEARS.

B) FEES: ~~1. FEES~~ ~~2. FEES~~ $325000 FOR 1984, A MAXIMUM INCREASE OF 10% PER YEAR THEREAFTER, NOT TO EXCEED $475,000 AT YEAR FIVE.



8. RACE EXCLUSIVITY. HARBOR FESTIVAL FOUNDATION AGREES TO EXCLUSIVITY OF THIS RACE AT THEIR FESTIVAL. SPECIFICALLY, NO OTHER RACES INVOLVING SHIPS, AND/OR PROFESSIONAL SAILORS WILL BE SANCTION, AUTHORIZED, OR CONTRACTED FOR WITH ANY OTHER SPONSORS, OR ORGANIZATIONS DURING THE TERM OF THIS (E). SPECIFIC

without giving Merit 1st right of refusal

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(9)

EXCLUSIONS TO THIS PROVISION ARE RACES ~~AGREED TO~~ (6th) FOR PRIOR TO THIS AGREEMENT. THOSE RACES ARE APPENDED TO THIS (6) AS EXHIBIT A.

• PICK-UP PT. (E) FROM TK MEMO.

9. RIGHT OF REFUSAL. • MERIT WILL HAVE 1ST R OF R ~~FOR~~ AND TO SPONSOR ANY AND ALL NATIONAL QUALIFYING RACES ~~OR SUCH~~ ~~HOSTED~~ FOR THIS EVENT

• MERIT WILL HAVE 1ST ROFR TO ANY HARBOR FESTIVALS TO WHICH THE ~~H.F.~~ FOUNDATION HFF MIGHT ~~BIND~~ ITSELF DURING THE TERM OF THIS CONTRACT.

• MERIT, BEGINNING IN 1985, WILL HAVE 1ST RIGHT OF ~~1ST~~ REFUSAL TO ALL EXISTING AND ADDITIONAL FESTIVAL EVENTS. IF MERIT EXERCISES THIS OPTION, THE FESTIVAL WILL BECOME KNOWN AND PROMOTED AS THE MERIT FESTIVAL

10. Publicity: — pick-up points A-D in TK memo.

~~H.~~

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